

Agreement

Between

Linn County Conservation Board

and

**American Federation of State, County
and Municipal Employees,**

AFL-CIO Local 231



Effective July 1, 2006 – June 30, 2009

Index

<u>Article</u>	<u>Subject</u>	<u>Page</u>
	Agreement	1
24	Bulletin Boards	26
2	Definitions	1
3	Discrimination	2
5	Dues Check off	3
6	Grievance Committee and Stewards	4
13	Grievance Procedure	11
20	Group Insurance	23
7	Hours of Work	5
18	Job Classifications and Wage Rates	21
11	Layoff and Recall	9
14	Leaves of Absence	13
19	Longevity	21
23	Miscellaneous	25
4	No-Strike – No Lockout	3
8	Overtime and Call-In Pay	5
16	Paid Holidays	19
17	Pay Periods and Complaints	20
1	Recognition	1
12	Rest Breaks and Meal Periods	11
21	Safety	24
9	Seniority	7
25	Separability and Savings	26
26	Term	27
10	Transfer Procedure	7
15	Vacations	18
22	Work Rules	25

Agreement

AGREEMENT entered into by LINN COUNTY, IOWA CONSERVATION BOARD, (Employer) the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES AFL-CIO Council 61, Local #231 (Union), for the purpose of promoting harmonious relations between the Employer, its Bargaining Unit employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences between the parties; and establishing wages, hours and the terms and conditions relating to negotiable items as set forth under Section 9, Scope of Negotiations, of the Iowa Public Employment Relations Act and such other items and conditions of employment as set forth in this Agreement.

Article 1

Recognition

1. The Employer recognizes the Union as the sole and exclusive bargaining representative for its Bargaining Unit employees as identified in paragraph 2 hereof with respect to those matters described above. The Employer agrees that it will neither aid, promote, finance nor engage in activities, individually or in concert with others, intended to bypass or undermine the Union, or which are in conflict with this Agreement. By the same token, the Union agrees that it will fully cooperate with the Employer in the efficient and economical performance of its responsibilities to the public.

2. The Bargaining Unit for the purposes of this Agreement consists of the Bargaining Unit designated by the Public Employment Relations Board in its decision rendered October 13, 1995, Case No. 5300.

Linn County Conservation Employees

All employees of the Linn County Conservation Board in the following classifications: Assistant Resource Manager, Conservation Education Specialist, Natural Resources Specialist, Conservation Education Assistant, Resource Technician, Mechanic, Operations Technician, Lead Carpenter, Carpenter, Light Equipment Operator, Heavy Equipment Operator, Senior Clerk Typist, Senior Account Clerk and Natural Resources Aide but excluding confidential employees, supervisors, and all other persons excluded by Section 4 of the Act and temporary and seasonal employees working eight (8) months or less per year.

3. New employees falling within the Bargaining Unit set forth above will be covered by this Agreement. Disputes as to whether such employees are or are not covered will be promptly submitted to the Public Employment Relations Board for decision.

4. The Employer will introduce new hires to the bargaining unit steward within the first full week of employment and provide the steward, in writing, with his/her name, job classification and assigned work unit. The Steward may give the new employee literature about the Union.

Article 2

Definitions

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

Act - The Iowa Public Employment Relations Act.

Anniversary Date - The anniversary of the calendar date of the employee's last date of hire.

Bargaining Unit - the Bargaining Unit recognized by the Employer and defined in Article 1, Recognition, paragraph 2 hereof.

Board - The members of the Linn County Conservation Board.

Compensatory Time - Time off from regularly scheduled work time in lieu of overtime pay. Compensatory time will be administered in accordance with the applicable State and Federal laws.

County - Linn County, Iowa.

Employee - Any person within a Bargaining Unit employed by the Employer on a continuing regular full-time basis, i.e., scheduled to work forty (40) hours or more per week.

Employer - Linn County Conservation Board.

Paid Leaves of Absence - Absence by reason of injury compensable under Iowa's Workers' Compensation law and paid leaves of absence according to the collective bargaining agreement.

Part-time Employee - Any person within the bargaining unit employed by the Employer on a part-time basis, i.e., regularly scheduled to work less than forty (40) hours per week.

PERB - The Iowa Public Employment Relations Board.

Salaried Employee - A salaried employee shall be on a flexible work schedule, approved by the Director or designee, in order to meet the needs of the facility to which they are assigned. They shall not be eligible for overtime pay or compensatory time off per **Article 8 Overtime and Call-In Pay**.

Seniority - Bargaining Unit Seniority - the total length of an employee's service within the bargaining unit. Department Seniority - the total length of an employee's service with the Conservation Department.

Temporary and Seasonal Employee - Employees working eight (8) months or less per year.

Union - American Federation of State, County and Municipal Employees, AFL-CIO Council 61, Local # 231.

Article 3

Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, religion, disability, national origin or political affiliation or creed. The Union shall share equally with the Employer in applying this provision of the Agreement.

2. The Employer and Union agree not to interfere with the rights of employees to become or not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union membership

or lack thereof or because of any employee's activity in an official capacity on behalf of the Union.

3. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

Article 4

No Strike - No Lockout

1. The parties hereby affirm their good faith, one to the other, and agree that the Employer will not engage in a lockout as prohibited under Section 10 of the Act, and the Union will not engage in a strike or picketing as prohibited under Sections 10 and 12 of the Act.

2. At no time shall employees be required to act as strikebreakers. Nor shall an employee be required to go through picket lines where his/her personal safety is endangered.

Article 5

Dues Checkoff

1. The Employer will deduct current Union membership dues from the pay of each employee who individually makes written request for such deduction. The Union Treasurer shall immediately and from time to time as necessary certify the monthly dues rate to the Employer. All sums deducted by the Employer will be promptly remitted to the Union Treasurer at such address as may be designated in writing by the Union, together with a list of the employees against whom the deductions were made by the twenty-fifth (25th) day of that calendar month.

2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff or leave of absence.

3. The Employer will deduct current membership dues from the pay of employees for the pay period closest to the sixteenth (16th) day of the calendar month. If the employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from his/her pay in the subsequent pay period in which he/she has earnings. The initial deduction from the pay of an employee signing a new written authorization shall be from the pay period closest to the sixteenth (16th) day of the calendar month if received two (2) weeks or more in advance thereof, otherwise in such pay period for the following calendar month.

4. Employees may terminate the dues checkoff authorization at any time by giving thirty (30) days written notice prior to the deduction of same. Unless otherwise provided by law, such written notice shall be to the Employer and the Union.

5. The Union will hold the Employer harmless from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer for the purpose of complying with this section.

6. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employees or for the disposition the Union makes of the "checkoff" funds delivered to the Union.

Article 6

Grievance Committee and Stewards

1. Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of the employees so selected and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the local Union.

2. The total membership of the Union Grievance Committee shall be four (4) employees.

3. Regular meetings between the Union Grievance Committee and the Employer shall be held at least once each month at a mutually convenient time. Emergency meetings may be called or regular meetings canceled by mutual agreement. Such meetings will be held during working hours and employees will be paid for time falling within their normal work time. Each party shall submit a written agenda to the other not less than two (2) work days prior to each meeting setting forth the items it wishes to discuss at the meeting. No other third step grievances will be considered unless mutually agreed to by the parties.

The purpose of Grievance Committee meetings will be to adjust pending grievances, to discuss procedures for avoiding future grievances and to discuss and resolve matters pertaining to the administration of the Agreement (including safety and recommendations relating to job classifications). In addition, the Committee may discuss other issues with the Employer which would improve the relationship between the parties.

4. The Union will attempt to locate Stewards so as to insure the most efficient performance of their responsibilities and the minimum interference with their regular job duties.

5. Stewards shall be allowed a reasonable time to attend to the duties required of them under the grievance procedure hereinafter set forth. However, no Steward shall leave his/her job without first giving reasonable notice to and obtaining the permission of his/her supervisor. The Steward's supervisor will be responsible for making appropriate arrangements with the supervisor of any other work unit which may be involved in the matter. The supervisor will not withhold such permission after having received such reasonable notice and opportunity to cover the Steward's work situation without interference in production.

6. Stewards and Grievance Committee Members shall be allowed their regular rate of hourly pay for such time falling within their scheduled hours of work as may be then required of them in the performance of their duties under the grievance procedure in the adjustment of grievances and during investigatory and disciplinary meetings. They shall accurately record such time on special time cards provided by the Employer.

7. The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the Bargaining Unit. Such Union Representative or others authorized by the Union may visit Bargaining Unit job sites for the purpose of verifying Employer compliance with the Agreement, provided, however, that before doing so such Representatives shall notify the department head of their presence and conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

8. It is understood that there shall be no refusal to perform any specific duty pending the handling of a grievance. However, an employee desiring a Union Steward shall notify the supervisor who will refer a Steward to the employee as soon as is reasonably possible during regular working hours.

9. Union representatives shall be allowed to post Union notices and transmit communications to Union and Employer representatives necessary in the administration of the Agreement. The foregoing may be performed during working hours, on Employer's premises and without loss of pay.

10. The Union Contract Negotiation Committee will consist of a maximum of three (3) Union representative-employees. Paid negotiating sessions with the Employer will be limited to thirty-two (32) hours.

Article 7

Hours of Work

1. Daily and weekly hours shall be determined by the Employer. Except for part-time employees and others by agreement between the parties, the work week shall include a minimum of two (2) consecutive days off. Except for part-time employees and others by agreement, which agreement shall not be unreasonably withheld, the hours of a work shift shall be consecutive.

2. Employees will be paid for all the time worked in the employment of the Employer, including any function the Employer requires the employee to attend beyond the normal expectations of the job. Employees required to work a split shift will be paid a premium of fifty cents (\$.50) an hour for all hours worked on the split shift. Employees required to work a split shift may use a department vehicle to travel to their private residence in Linn County and return to the work site between segments of the split shift. Employees residing outside Linn County may use a department vehicle to travel to their private residence and return to the work site between segments of the split shift only with the permission of their supervisor.

3. Work schedules showing the employees' shifts, work days and hours shall be posted on department bulletin boards at all times.

4. Notice of a schedule change will be provided to employees and the AFSCME Council 61 Representative ten (10) work days prior to the first day of the change. Employees may waive this ten (10) day notice.

Article 8

Overtime and Call-In Pay

1. Employees classified as Conservation Education Specialist are considered salaried employees and not eligible for overtime compensation according to this Article.

2. All overtime work must be approved in advance by the department head or his/her designated representative. Overtime opportunities will be distributed as equally as practicable among qualified and able employees in the same job classification within the same work unit. Overtime offered and refused will be counted as overtime worked for purposes of this Article. Lists of overtime worked shall be posted on the Union bulletin boards and shall be updated monthly. Employees may use the grievance procedure to challenge whether such overtime has been distributed according to this Article.

Exception to the first paragraph Article 8, Section 2: Employees working as Light or Heavy Equipment Operators and assigned to a certain route for snow removal will be called for overtime first for work on their assigned route. If the assigned equipment operator is not available then the

other equipment operator will be called. If both equipment operators are not available then the Employer will call the Mechanic and if he/she is not available then the Employer will determine who will complete the overtime work.

3. In the event too few qualified employees are obtained to work the overtime, the qualified employees with the least seniority in the job classification and work unit involved will be required to work.

4. Employees will be required to work overtime scheduled for their entire job classification unless excused for good cause by the Employer. In considering good cause, the Employer will not act in an unreasonable manner.

5. Time and one-half an employee's regular straight time hourly rate will be paid as cash overtime payment or accumulated as compensatory time off, to a maximum of two hundred forty (240) hours, for all time worked in excess of forty (40) hours in any one work week. Unless the employee timely notifies the employer they wish cash overtime payment, all time worked in excess of forty (40) hours in any one work week will be accumulated, to a maximum of two hundred forty (240) hours, as compensatory time off. Employees who accumulate overtime hours as compensatory time off, in excess of forty (40) hours, may request such excess hours to be converted to cash payout at anytime during the contract year. Compensatory time off accumulated prior to July 1, 1998 shall not be converted to cash payout.

Compensatory time off shall be taken at such time or times as may be mutually agreed by the employee and the work unit supervisor. All paid leave hours shall be considered as hours worked for the purpose of computing overtime except for paid holidays celebrated on an employee's regularly scheduled day off.

6. All employees, except salaried employees, are required to either sign a daily time sheet or punch the time clock. The foregoing also applies to overtime work.

7. No employee shall perform work outside of his/her regularly scheduled work hours or on any kind of an overtime basis without the prior approval of his/her supervisor except in emergency situations where the supervisor is not readily available.

8. **Call In Pay** An employee called in to work outside of his/her regular work day will receive a minimum of three (3) hours pay or three (3) hours work at the appropriate rate. The foregoing shall not apply to employees held over or called-in early on a scheduled shift.

9. **Reporting Pay** Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned at least four (4) hours of work on the job classification for which he/she was scheduled to report, unless work is canceled and notification is broadcast by radio or television at least one (1) hour prior to the starting time. If work on the job classification is not available, the employee shall be excused from duty and paid at his/her appropriate rate for four (4) hours work at the appropriate rate. The reporting pay for part-time employees will be pro-rated according to the number of hours scheduled to work the day in question.

10. **Double Time** Employees will be paid double their regular straight hourly rate for all time worked on their second day off in the work week, however, no part-time employee shall be paid double time per this section unless he/she has worked over forty (40) hours in any one work week.

Article 9

Seniority

1. **Bargaining Unit Seniority** - the length of an employee's service in the Bargaining Unit. For those employees who entered the bargaining unit on October 13, 1995, the bargaining unit seniority shall commence with the date of hire in the department.

Department Seniority - the length of an employee's service in the Conservation Department and used for the purposes of accruing sick leave and vacation benefits.

2. A new employee shall be on probation and have no seniority rights or recourse to the grievance procedure except as to hourly rate of pay, holiday pay, overtime pay, leave pay and group insurance eligibility, for a period of ninety (90) calendar days from the date he/she commences work and, if retained, his/her seniority shall be calculated from such date. Scheduled work days not worked are not to be included within the probationary period. The Employer may extend the probation period for up to four (4) months in those cases where the type of work or peculiar circumstances require additional time in which to properly determine the employee's qualifications. The Union will be notified in writing and consulted in advance with regard to any such extension. Any such extension shall be subject to the grievance procedure. The Employer will provide the Union a quarterly listing of temporary employees, including their names, work unit and date of hire. A temporary employee hired as a full-time or part-time regular employee at the end of his/her temporary employment shall begin to accrue seniority at the time of regular hire. Time as a temporary employee may be credited in whole or in part toward the satisfaction of a probationary period.
3. The Employer will provide the Union with a seniority list. A similar list by department and bargaining unit will be posted in each work unit. Such list shall be reviewed and updated each six (6) months or sooner if needed. Objections to the list may be filed as a grievance at any time and corrections made where appropriate. However, no grievance filed more than five (5) work days after posting shall cause a retroactive adjustment in pay or the reconsideration of a transfer.
4. Employees promoted so that they are no longer within the Bargaining Unit will continue to accrue seniority for a period of six (6) months. Thereafter, their Bargaining Unit seniority will terminate.
5. Regular part-time employees will accrue pro-rated seniority based on the number of hours regularly scheduled to work and will continue with pro-rated seniority if such employee increases or decreases regularly scheduled hours of work including transferring from part-time to full-time employment.

Article 10

Transfer Procedure

1. New jobs created and true vacancies in existing job classifications will be posted department-wide within five (5) work days from the date of such vacancy. However, if employees are on layoff or are in bump positions and the vacancy is in the same classification and status (full-time or part-time) as the job the employee was laid off from, they shall be recalled. In the case of part-time employees, they will be recalled only if the vacancy is also part-time and is

scheduled for the same number of hours for which they were scheduled prior to being laid off or bumped. Employees on lay-off and employees who bumped to avoid lay-off will be allowed to bid for one (1) year following the effective date of the lay-off. Employees who were laid off out the door will have all their seniority frozen as of the date of the lay-off. Employees may not bid to a job classification assigned a higher pay grade. A vacancy created by the award of such bid will then be posted in accordance with this Article. The Employer may also review the attendance record and any disciplines to determine a bid award. In considering the seniority of bidders, the Employer will give priority to bidders on the following basis:

First: To the bidders according to their respective Bargaining Unit seniority. If there are no qualified bidders from within such Bargaining Unit, then

Second: If there still are no qualified bidders, the Employer may either select a present employee (with the employee's consent) or hire a new employee for the job. Employees awarded a bid will be required to sign the bid sheet and be declared the successful bidder.

If there are no qualified bidders or an employee refuses to sign for a successful bid, the Employer may either select a present employee (with the employee's consent) or hire a new employee for the job. An employee who declines two (2) bid awards within a twelve (12) month period shall lose his/her bidding rights for the ensuing six (6) month period. In the event an employee is required to return to his/her previous position through no fault of the employee, further bidding opportunity will not be limited. Bid awards will be posted within ten (10) working days following completion of the job vacancy posting and will remain so posted at least five (5) work days.

The rate an employee receiving a bid award or selected to fill the vacancy, in the event there are no qualified bidders, will be determined as follows:

- a. If the bid award or selection is within the same labor grade, such employee will remain at the same rate (Step) in the labor grade.
- b. If the bid award or selection is to a lower labor grade, such employee will remain at his/her same rate or move to the top Step in the labor grade, whichever is the lesser.
- c. Employees may not bid to a job classification assigned a higher pay grade.

2. The bid job vacancy or vacancies created by a successful bid to a true vacancy will be in turn posted for bid on the same basis as set forth above.

3. A true vacancy is a vacancy created by a new job or a vacancy in an existing full-time job classification caused by the termination or successful bid of an employee from that job.

4. An absent employee may bid on a posted vacancy through his/her Steward.

5. Nothing herein shall require the Employer to fill an unneeded job vacancy.

6. The successful bidder or transferred employee will be granted a reasonable trial period up to a maximum of thirty (30) working days. During such trial period, he/she will receive reasonable instruction as to the job duties, the operation of equipment, if any, and the procedures required in the performance of the job. If the successful bidder or transferred employee fails to perform satisfactorily the duties of the position to which he/she has bid or has been transferred, the Employer may remove such employee and return him/her to his/her former job. A successful bidder or transferred employee may voluntarily, on written notice to the Employer, return to his/her prior job at any time during the trial period. The trial period may be extended by mutual agreement between the Employer and Union. However, it is understood that

extensions will be granted for those jobs where additional time is necessary because of the nature of the work or the peculiar circumstances involved in order to properly determine the employee's qualifications. The Employer will notify all affected employees of such extension. It is understood that a successful bid or transfer to a job vacancy resulting from the successful bid or transfer of another employee is conditioned on the successful completion of the trial period by the employee vacating such job.

7. Probationary employees (new hires) shall not be permitted to bid.

8. Employees may not bid to the same job classification within their work unit, but may bid to the same classification in a different work unit.

9. A successful bidder to an equal or lower rated job can not bid again within one (1) year after being awarded the bid.

10. Whenever a bid award is made to other than the most senior bidder, or an employee is removed from a bid job during the trial period, the Employer shall provide the affected employee with a written statement of the reasons therefore with a copy to the employee's Steward.

11. No temporary transfer shall result in a reduction of the regular pay rate of the transferred employee and an employee temporarily transferred to a higher paid job shall receive the rate in the higher paying job classification which is immediately above his/her current rate in his/her regular job or his/her regular hourly rate, whichever is the greater, provided such temporary transfer extends beyond two (2) hours in any one (1) work day. For example, a Resource Technician who does not carry a firearm and does not do enforcement duties is not eligible for this pay.

12. Part-time employees may bid to the same job classification within the same department for the sole purpose of obtaining full-time status.

Article 11

Layoff and Recall

1. For purposes of this Article all references to employees shall include regularly scheduled part-time employees. The layoff procedure shall be as follows:

- a. All temporary and probationary employees in the department working the job classification affected will be laid off first.
- b. If additional reduction in the job classification is necessary, then the employees within the affected job classification having the least Bargaining Unit seniority will be laid off.
- c. The laid off employee shall first exercise his/her Bargaining Unit seniority to bump the employee in the laid off employee's last prior regular job classification and work unit. The laid off employee shall be credited with prior time in the job classification to determine eligibility to move to the next step in the pay grade.
- d. If the laid off employee is unable to bump under (c) above, then such laid off employee shall exercise his/her Bargaining Unit seniority to bump the employee having the least Bargaining Unit seniority in a job classification with an equal or lower pay grade the duties of which such laid off employee is then qualified and able to satisfactorily perform.

- e. If the laid off employee is unable to bump under (c) or (d) above, then he/she shall be laid off out the door subject to recall as provided below.
- f. An employee has the option of refusing to exercise his/her bumping privileges in which case he/she shall be laid off subject to recall as provided below.

2. An employee who exercises his/her bumping rights, as provided above, shall retain his/her rate of pay if such rate is within the labor grade assigned to the new classification. If his/her rate is higher than Step E of the new labor grade, the employee will remain at his/her rate for one (1) year and then move to Step E of the new labor grade. If his/her rate is lower than Step B of the new labor grade, he/she will move to Step B.

3. Except in cases of emergency, notice of layoff will be posted at least ten (10) work days in advance of the layoff.

4. An employee who exercises his/her bumping privileges and is unable to satisfactorily perform the duties of the job shall have no further bumping privileges and shall be laid off out the door subject to recall as provided below.

Satisfactory performance of the duties of the job means performance of all required duties of the job at an acceptable level under the normal supervision and instruction afforded regular employees within the affected job classification.

5. Employees on layoff shall be recalled according to Bargaining Unit seniority, i.e., the most senior will be recalled first, using the same procedure and requirements as provided for layoff until all employees have been recalled to their regular job classification. An employee recalled to his/her regular job classification must accept recall. Laid-off employees are eligible for recall for a period of three years or a period not to exceed his/her seniority at the time the employee was laid-off out the door, whichever is greater.

6. No employee may bump another employee unless he/she is being removed from the job classification by bump or layoff.

7. An employee who is being bumped or laid off shall have from the time he/she is given notice of such bump or layoff until the end of the next work day in which to exercise a bump.

8. An employee to be recalled from a layoff shall be so notified as far in advance as is possible by certified mail, return receipt requested, mailed to his/her last address as shown on the Employer's records. Any employee so called back to work who fails, without just cause, to report ready for work within five (5) work days after receiving such notice or at the time and date indicated in the notice, whichever is the later, shall automatically lose his/her seniority rights. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his/her last known address as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

9. There shall be no new hires within a job classification unless qualified employees on layoff have been first offered the job involved.

10. An employee who refuses a recall from layoff without just cause automatically loses his/her seniority and all right of recall.

11. For layoff purposes, temporary and probationary employees are considered as having the least seniority.

Article 12

Rest Breaks and Meal Periods

1. Employees will be allowed two (2) fifteen (15) minute paid rest periods each day; one (1) period before and one (1) period after the lunch break. The rest periods will be scheduled at the middle of each one-half (1/2) shift or as close thereto as is feasible.
2. Employees will be granted a meal period during each work shift. Whenever possible the meal periods shall be scheduled at the middle of the shift or as close thereto as is feasible.
3. Employees required to remain available or to perform work during their meal period will be paid for same. The shifts presently operating on this basis will continue to do so.
4. Employees scheduled to work two (2) hours or more beyond the end of their regular shift will receive a fifteen (15) minute paid rest break at the end of the regular shift. Thereafter, they will receive fifteen (15) minute paid rest breaks as nearly as is feasible at four (4) hour intervals. Further, such employees will be given the opportunity for a meal break after the first two (2) hours held over. All such rest breaks and/or meal period may be staggered to accommodate the circumstances.

Article 13

Grievance Procedure

1. Employee grievances and disputes concerning the interpretation and application of this Agreement, or any Agreement made supplementary hereto, shall be settled in accordance with the following procedure:

Step 1. The Steward and the employee shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or the date when he/she first should have had knowledge of its occurrence. Grievances with regard to the bidding procedure shall be filed with the employer representative who initially denied the bid. The supervisor will attempt to resolve the matter and respond in writing to the employee and his/her Steward within three (3) working days. Such written response shall in no case establish a precedent binding on the Employer.

Step 2. If the answer is not satisfactory, the matter will be reduced to writing and, within three (3) working days after the supervisor's response is due, presented by the Steward to the department head. The department head will respond in writing to the Steward and Chief Steward within three (3) working days thereafter.

Step 3. If the grievance still remains unresolved, the Chief Steward shall so advise the Employer's designated Personnel Director in writing within three (3) working days after the response of the department head was due. The matter shall then be considered at the next Grievance Committee meeting. The Union's Council 61 Representative shall attend and participate in all matters pertaining to the grievance at Step 3 and beyond. A separate Employer's final decision on each grievance will be presented in writing to the Grievance Committee chairperson within five (5) working days after the close of such Grievance Committee meeting, with copy to the local Union President, Council 61 Union Representative, Chief Steward and grievant.

Step 4. If the grievance is still unresolved, either party may within ten (10) working days after the response of the designated representative of the Employer is due make written request for arbitration.

The Union's International Union Representative may attend and participate in all matters pertaining to the grievance at Step 3 and beyond.

The arbitration procedure may only be invoked with the approval of the Union, and in the case of an employee grievance, only with the approval of the employee.

Within five (5) work days from the date of receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Public Employment Relations Board to submit a list of five (5) arbitrators, all of whom shall be members of the National Academy of Arbitrators, from which one (1) arbitrator shall be selected to hear and decide the grievance. If a panel of arbitrators is not available with the National Academy of Arbitrator's Certification then the parties shall file a request for arbitrators from the Federal Mediation and Conciliation Service using the same procedure as above. The Employer and the Union shall meet within five (5) work days from the receipt of said list and alternately strike four (4) names from the submitted list and the person whose name is left shall be the arbitrator. Provided, however, the Union and the Employer may mutually agree that the list of proposed arbitrators submitted is unacceptable and will thereafter jointly petition the Public Employment Relations Board or the Federal Mediation and Conciliation Service, whichever is applicable, for a new list of five (5) arbitrators.

The party making the first strike shall be decided by the flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he/she shall have no power to change or amend the terms, conditions or application of this Agreement or any other Agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Each party shall have equal time to present its case but no hearing shall extend beyond five (5) work days unless agreed to by the parties. The party initially requesting arbitration shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses involved. It is understood that the necessary time spent by the Chief Steward and the grievant during their regular scheduled work hours in presenting the case to the arbitrator at the hearing will be without loss of pay. Further, for each witness called by the Employer to testify at the hearing, other than the Director of Personnel and a supervisor, the Union will be permitted one (1) additional employee witness to testify without loss in pay on the same basis as above. The foregoing in no way limits the number of witnesses who may be called by either party. It merely limits the number of employees who may be called to testify on Employer time.

2. Except as provided in Grievance Committee and Stewards article, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the employees shall be called for or held during working hours which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of governmental services.

3. It shall be the duty and responsibility of the Union representative, the Union Grievance Committee and the Stewards to make every effort to encourage employees to settle all grievances through the established grievance procedure without any interference with the performance of the Employer's services except to the extent provided for under the grievance procedure. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.

4. No dispute concerning an entire job classification and rate therefore shall be subject to a grievance or arbitration unless during the period of this Agreement the Employer materially changes the job duties of an existing job, creates a new job classification or changes the rate of pay for any existing job classification.

5. An employee may use the grievance procedure to challenge whether he/she is properly classified.

6. Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented to the supervisor. Failure on the part of the Union or an employee to make a timely filing or appeal under this ARTICLE, except for good cause, shall constitute a waiver of the grievance. Failure of the Employer to make a timely filing or answer under this ARTICLE, except for good cause, shall constitute a settlement of the grievance in accordance with the requested remedy. However, in no case shall such a settlement establish a precedent or be used in any way by any party in any future proceeding.

Article 14

Leaves of Absence

1. Employees must, at the earliest possible time, make written request to their work unit supervisor or in their absence the department head for any leave of absence setting forth the reason for the leave of absence and the approximate length of time off desired. Such request shall be answered promptly by the work unit supervisor or in their absence the department head.

2. **Sick Leave** A leave of absence for disabling or confining illness or injury will be granted by the Employer on the basis set forth below:

- a. Employees shall start to earn sick leave from their date of hire and shall accumulate days of paid sick leave at the rate of eight (8) hours for each completed calendar month of service during which the employee either worked three (3) regular work days or was on paid leave of absence (including Workers' Compensation Leave) for at least three (3) regular work days. There is no maximum on the number of accumulated sick days.
- b. In order to qualify for sick leave benefits, an employee desiring to take a sick leave must, as soon as is reasonably possible, notify his/her immediate supervisor indicating the nature of the illness or injury and the anticipated length of absence. Employees absent for three (3) days or less due to injury or illness will not be required to submit proof of such injury or illness. Abuse of sick leave is prohibited. Prior to approving sick leave of more than three (3) days, the employee's work unit

supervisor or department head may require verification of the employee's condition through a statement from the employee's doctor certifying the employee's disabling sickness or injury or through examination of the employee by a doctor of its choosing. In the latter case, the doctor's cost will be borne by the Employer.

- c. Earned sick leave benefits will only be paid for and applied against regular scheduled work days lost by the employee due to a bonafide illness or injury which is disabling or required confinement except that:
 - (i) a maximum of four (4) consecutive hours will be paid for attending routine doctor or dentist appointments.
 - (ii) sick leave benefits up to a maximum of sixteen (16) hours in any one (1) work week will be paid for absence due to a serious illness or injury to a member of the employee's immediate family which requires the employee's presence. For purposes of this section an employee's immediate family includes the employee's: spouse, mother, father, son, daughter, brother, sister, and a grandparent, grandchild, stepchild, stepparent, or legal ward living in the employee's household.
- d. Sick leave benefits will be paid at the employee's regular straight time rate within his/her regular job classification as of the initial date of such absence.
- e. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.
- f. Sick leave benefits will be paid for actual work time lost.
- g. No sick leave benefits will be paid to or charged against an employee during periods in which the employee is on paid vacation or leave of absence. If an employee on vacation is hospitalized or receives a disabling injury, he/she may cancel his/her vacation and apply for accumulated sick benefits.
- h. There will be no payment or other form of reimbursement for accumulated sick leave upon the termination of employment.
- i. In addition to accruing seniority while on an authorized sick leave, employees shall be returned to the position held at the time the leave of absence was granted.
- j. Employees who will exhaust their paid sick leave accumulation and will continue to require a leave of absence due to a disabling or confining illness or injury shall apply for an unpaid leave of absence in writing to the department head before their paid sick leave is exhausted.

The granting of such an unpaid leave shall be at the discretion of the department head, but will not be unreasonably withheld. Further, department heads may require a statement from the attending doctor before granting such leave.

3. **Maternity Leave** A leave of absence for maternity purposes will be granted by the Employer on the basis set forth below:

- a. Any employee will be granted a maternity leave on the following basis. On the date certified by the attending physician, the employee will be placed on maternity leave.

At that time, the employee is to advise her department head in writing as to whether she will return to work at the end of her maternity leave.

The employee may utilize up to eight (8) weeks of accumulated paid or unpaid leave after delivery. The employee may utilize an additional four (4) weeks of paid or unpaid leave but, absent medical justification, the additional four (4) weeks may not be taken as paid sick leave. Failure of the employee to contact her department head and arrange a mutually satisfactory date of return to work within twelve (12) weeks of delivery shall effect an automatic termination of employment unless otherwise agreed in writing by the Employer and the employee.

Upon returning to work, the employee shall provide her department head with a written statement from her attending physician certifying that she is able to then return to work on a regular full-time basis.

- b. An employee returning from an authorized maternity leave will return to the last job she held as a regular employee.

- 4. **Paternity/Adoption Leave** Fathers may utilize eight (8) hours of earned sick leave, in addition to the leave provided in Section 2, (c), (ii) of this Article, for paternity leave. Such leave must be utilized within two (2) weeks of the birth of the child.

Employees may utilize up to twenty-four (24) hours of earned sick leave in the event of adoption of a child. Such leave must be utilized within two (2) weeks of obtaining custody of the child.

- 5. **Leaves for On-the-Job Injuries** A leave of absence will be granted by the Employer to any employee for absence required as a result of an on-the-job injury covered by Iowa Workers' Compensation Insurance. During such leave, the employee at his/her option may apply his/her accumulated sick leave to be prorated against the difference between his/her regular straight time wages and the compensation to which he/she is entitled under the Iowa Workers' Compensation Law.

- 6. **Special Leave** The Employer may authorize special leaves of absence for any period or periods not exceeding six (6) calendar months in any one (1) calendar year for the following purposes:

- a. With or without pay for the purpose of attending college, university or business school or receiving special training in subjects related to the work of the employee and which will be of benefit to the employee and the County service.
- b. Without pay for urgent personal business requiring the employee's attention for an extended period, e.g., settling estates, liquidating a business, etc.
- c. With or without pay for purposes deemed by the Employer to be beneficial to the County service.

The Employer may, upon the recommendation of the involved department head, grant leaves of absence with or without pay in excess of the limitations set forth above for the purpose of attending extended courses of training at a recognized university or college or for such other purposes that are deemed beneficial by the Employer for County service.

Leaves shall be granted or withheld on an impartial evenhanded basis and, if withheld, the reasons given in writing.

7. **Unpaid Leaves of Absence** During an unpaid leave of absence, an employee:

- a. will not receive compensation from the County;
- b. will not earn sick leave or vacation;
- c. may have the option of using accumulated vacation pay (except (d)) will not collect sick leave benefits;
- d. will not collect sick leave benefits;
- e. will not participate in retirement contribution during any full calendar month of such leave;
- f. must pay all group hospital and medical group insurance premiums falling due during any month the employee is on such leave;
- g. must pay all premiums for coverage under the life and disability insurance plan; and
- h. shall receive no other benefits during the period of absence.

A regular full-time employee on authorized leave of absence without pay may continue to carry the Employer's health and life insurance coverage by making such arrangements with the Payroll Department in the Auditor's Office and paying the full cost thereof on or before the due date of each monthly premium. However, such employee (one on authorized leave of absence without pay) will not accrue vacation or sick leave benefits while on such leave.

8. **Military Leave**

Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act, which includes a leave of absence for the period of active service without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. Proof of service must be returned to the department head before any salary or wage reimbursement is paid.

9. **Bereavement Leave**

- a. When death occurs in an employee's immediate family, such employee shall be entitled to three (3) work days of leave with pay in the amount of the straight time earnings lost by him/her in arranging for and attending the funeral. For the purposes of this section, an employee's immediate family includes the employee's: spouse, mother, father, son, daughter, brother, sister, grandparent, grandchild, mother and father-in-law, sister and brother-in-law, stepparent, stepchild and legal ward.
- b. The employee's department head may, in his/her discretion, grant:
 - an unpaid bereavement leave in the event of the death of a relative not included in the employee's family;
 - an extended bereavement leave on an unpaid or earned vacation basis at the employee's option.

- c. In the event of the death of a present or retired department employee, a one-half (1/2) day absence with pay will be authorized for employees in that department to attend the funeral.
- d. For good cause the Department Head will grant a maximum of two (2) additional unpaid days in the event of death in the immediate family, as defined, and such will not be unreasonably withheld.

10. Court and Jury Leave

- a. Employees who are called to and report for jury duty in any State or Federal Court or grand jury and who, by virtue of such duty, lose time from work shall receive for each day of jury duty performed the difference between the employee's normal straight time earnings for the day and the jury fee (excluding mileage and other expenses) to which the employee is entitled, subject to the following conditions:
 - such employee when released from jury duty before 12 noon must report for work within one (1) hour after his/her release, if possible;
 - such employee shall notify the Employer within five (5) work days from the date he/she receives notice of his/her selection for any jury service, if possible
 - such employee shall provide the Employer with a written statement from the appropriate public official showing the date and time of service and the amount of pay received;
 - in computing the daily sum due to such an employee, his/her normal straight time earnings shall be reduced to reflect the actual hours worked by such employee's shift if less than normal.
- b. Employees required by subpoena to testify in a State or Federal Court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the Court obligation and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony.

The County will include, as hours worked, the time required by the employee to attend a Civil Service hearing if the employee is subpoenaed by either party or required to attend by the County.

11. Union Business Leave

- a. An employee elected to a Union office selected by the Union to do work which takes the employee from his/her employment with the Employer will be granted one (1) unpaid leave of absence for a period not to exceed one (1) year in duration.
- b. Employees selected by the Union to participate in other Union activities will be granted an unpaid leave of absence at the written request of the Union for a period not to exceed one (1) month. Normally such leave will be for the purpose of attending Union conventions, schools, etc., and will not involve more than one (1) employee. In the event that more than one (1) employee is so selected, the

Employer will evaluate each on an individual basis with the determining factor being the service capabilities of the department.

12. **Political Activity Leave** Employees who choose to run for political office will be granted and will take an unpaid leave of absence commencing thirty (30) days prior to the primary and/or general election. Employees elected to public office or selected to serve on a governmental commission will be granted an unpaid leave of absence for the initial term of office only.
13. **Status on Return from Leave.** Unless otherwise agreed to by the Employer and employee, an employee returning from an authorized leave of absence will return to his/her regular job.
14. **Regularly Scheduled Part-time Employees** shall be entitled to earn sick leave pro-rata according to the number of hours regularly scheduled to work per week. Such part-time employees shall also be entitled to the benefit of paid sick leave according to the number of hours of work regularly scheduled on the work day(s) involved.

Article 15

Vacations

1. An employee shall be entitled to a paid vacation on the following basis:
 - After completion of twelve (12) months of continuous service, eighty (80) hours;
 - After completion of thirteen (13) months of continuous service, six and sixty-seven hundredths (6.67) hours per month;
 - After completion of the sixty-first (61) month of continuous service, ten (10) hours per month;
 - After completion of the one hundred twenty-first (121) month of continuous service, thirteen and thirty-four hundredths (13.34) hours per month;
 - After completion of the one hundred ninety-third (193) month of continuous service, sixteen and sixty-seven hundredths (16.67) hours per month;
2. There will be no accrual of vacation benefits during calendar months in which the employee fails to work at least three (3) regular work days. Work days lost by reasons of paid leaves of absence will be counted as days worked for the purpose of computing vacation benefits.
3. Vacations will be scheduled by the employee's work unit supervisor at the time requested by the employee provided that if the nature of the work requirements makes it necessary to limit the number of employees on vacation at the same time, the employees with the greater seniority in that work unit shall be given priority. Employees will give the work unit supervisor as much advance notice as is possible of the desired vacation period.
4. Earned vacation may be carried over from one year to the next, but vacation time so carried over must be used during that year or it is lost. The employee may with the Employer's agreement carry over to a third year any vacation unused due to requirements of the Employer.

5. Vacation pay will be distributed on the regular pay days and will be at the employee's regular rate of pay as of the last pay day preceding the date he/she takes his/her vacation. However, an employee may receive his/her earned vacation pay on the last pay day preceding his/her vacation by requesting same in writing not less than thirty (30) days in advance. Such payments will be made in weekly units only.

6. Vacations may be taken in increments of not less than one (1) hour.

7. No employee shall be required to work during his/her scheduled vacation period.

8. An employee who is laid off, discharged, retired or separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated for his/her unused accumulated vacation accrued through the last vacation anniversary date. In addition, except for employees discharged for proper cause, such employees will be paid for vacation time accrued on a monthly basis up to the date of termination of employment.

9. Regularly scheduled part-time employees shall be entitled to vacation benefits calculated by multiplying the number of hours of paid leave such employee would be entitled to as a full-time employee by the proportion of such employee's regularly scheduled hours of work, calculated using the employee's regularly scheduled hours of work on each anniversary date, to those of a full-time employee.

a. e.g. - 5 years at full time and 2 years regularly scheduled for 60 hours per pay period = $(5 \text{ years} + 1.5 \text{ years} / 7 \text{ years} \times 120 \text{ hours}) = 111.4 \text{ hours paid leave}$

b. e.g. - 10 years regularly scheduled for 60 hours per pay period and 2 years regularly scheduled for 40 hours per pay period = $(7.5 \text{ years} + 1 \text{ year} / 12 \text{ years}) \times 160 \text{ hours} = 113.3 \text{ hours paid leave}$

10. Employees classified as Conservation Education Specialist and considered salaried will accrue an additional forty (40) hours of vacation based on the employee's years of service as set forth in Section 1 of this Article.

Article 16

Paid Holidays

1. There shall be eleven (11) paid holidays namely: the day before New Year's Day, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas day (totaling eighty eight 88 hours) and sixteen (16) hours of personal time to be scheduled between the employee and his/her work unit supervisor.

2. All full-time employees will be credited with 88 hours in the employee's holiday bank on July 1 of each year. Regularly scheduled part-time employees will be credited with a pro-rated number of hours based on their regular scheduled hours of work. If the work unit to which an employee is assigned is closed on the designated holiday, eight (8) hours will be deducted from the employee's holiday bank and paid to the employee. An employee who works on a designated holiday, except employees classified as Conservation Education Specialist, shall be paid at time and one half (1 1/2) his/her regular straight time hourly rate for all such hours worked and no hours shall be deducted from the employee's holiday bank.

3. To qualify for holiday pay, the employee (full-time, part-time or temporary) must have been in the employ of the Employer for not less than thirty (30) calendar days and have worked the full scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause. Employees who are hired during the contract year will be credited with the number of holidays remaining in the contract year subject to the foregoing qualifying requirements.

4. The paid holidays will be celebrated on the actual calendar day of the holiday except paid holidays falling on a Saturday will be celebrated on the preceding Friday and those falling on a Sunday will be celebrated on the succeeding Monday. The holidays of President's Day and Memorial Day will be celebrated on the day designated as the federal holiday.

5. Should a paid holiday fall on an employee's vacation, the hours shall be paid as vacation and no deduction will be made from the employee's holiday bank.

6. An employee will not receive holiday pay while on leave of absence unless he/she is on an authorized workers' compensation leave or an authorized sick leave and entitled to sick leave benefits for the holiday, in which case he/she will receive holiday pay In lieu of sick leave benefit.

7. For the purpose of computing overtime, all holiday hours for which an employee is compensated (in cash or with compensatory time off) shall be regarded as hours worked.

8. Employees shall schedule use of holiday bank hours with their work unit supervisor. Any holiday bank hours unused on June 30 of each year shall be paid to the employee during the second pay period of the succeeding July at the employee's rate of pay as of the preceding June 30. Holiday bank hours used during the contract year shall be paid at the employee's regular straight time hourly rate in effect when the hours are used.

9. Employees who cease employment with the Employer for any reason or are laid off out the door and have used all their holiday bank hours shall have any holidays not yet celebrated deducted from their remaining vacation balance or hours worked during their last pay period. The Conservation Department will not pay the balance of holiday bank hours for holidays not yet celebrated for employees who cease employment.

Article 17

Pay Periods and Complaints

1. Employees will be paid biweekly on Friday through the second preceding Friday. In the event the pay day is on a holiday, the preceding day shall be the pay day.

2. Should an employee have a complaint with regard to the correctness of his/her pay check, he/she will first take up the matter with his/her supervisor. If he/she is not satisfied with the action taken or response given by his/her supervisor, he/she may provide his/her Union Steward with written authorization to investigate the appropriate records to resolve the matter.

Article 18

Job Classifications and Wage Rates

1. The job classifications, pay grades and applicable schedules are set forth in the attached Appendix A for contract years July 1, 2006 – June 30, 2009 are incorporated within this Agreement and made a part hereof.

- a. The steps and wage rates for each year are set forth in the attached Schedules A and B. The job classifications assigned to each schedule are written on the appropriate schedule.
- b. The Salary Schedules A and B will increase three and one-quarter percent (3.25%) on July 1, 2006, will increase three and one-half percent (3.5%) on July 1, 2007, and will increase three and three-quarters percent (3.75%) on July 1, 2008.
- c. Employees will progress through the step system based on the following definition of steps:
 - Step A - New Hire Rate
 - Step B - At the end of the new hire probation period the employee will move to Step B.
 - Step C - The employee moves to Step C after one (1) year in the job classification.
 - Step D - The employee will move to Step D after completion of one (1) year of Step C.
 - Step E - The employee moves to Step E after the completion of one (1) year on Step D. This will be the top rate for any job classification.
- d. Any employee whose job is reclassified (a new class title being assigned to the same work) or upgraded (a higher labor grade being assigned to the same work) shall be credited with time spent in the previous job classification or labor grade for purposes of step movement. The Union will receive notice of all reclassifications prior to their effective date.
- e. Employees who are certified to apply pesticides will be paid one dollar (\$1.00) per hour in addition to their regular hourly rate while preparing and applying pesticides.

2. When any position not on the wage schedule is established, the Employer may designate the job classification and wage rate for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Article 19

Longevity

1. Employees will qualify for and receive longevity pay on the following basis:
 - a. The employee must have received payment for work performed or have been paid benefits (e.g., vacation, holiday, sick leave, Workers' Compensation) during the year of employment involved.

- b. Payment of longevity will be made in a lump sum the week following the last pay period in November.
- c. Employees regularly scheduled for sixty (60) hours or more per payperiod at some point during the calendar year and who have completed five (5) years of such employment while continuously employed with Employer shall be eligible to receive longevity payments on a prorated basis computed as follows: where the number of regularly scheduled hours has remained constant, the number of regularly scheduled hours per pay period shall be divided by eighty (80) and the quotient multiplied by the longevity payment for a similarly situated full-time employee to determine the longevity payment. Where the number of regularly scheduled hours has varied, the maximum number of regularly scheduled hours in each year of eligible employment shall be divided by eighty (80). The quotients shall then be multiplied by the longevity payment for a similarly situated full-time employee for each year. The products shall then be summed and divided by the years of eligible employment to determine the longevity payment.

Any year of employment that the employee is not at some point in time regularly scheduled for sixty (60) or more hours per pay period shall not constitute eligible employment and shall not be included in the calculation of the longevity payment.

- d. After completing five (5) years of continuous service, an employee is entitled to a longevity payment of five hundred dollars (\$500), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to ten (10) years of continuous service.
- e. After completing ten (10) years of continuous service, an employee is entitled to a longevity payment of six hundred dollars (\$600), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to fifteen (15) years of continuous service.
- f. After completing fifteen (15) years of continuous service, an employee is entitled to a longevity payment of seven hundred dollars (\$700), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to twenty (20) years of continuous service.
- g. After completing twenty (20) years of continuous service, an employee is entitled to a longevity payment of nine hundred dollars (\$900), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to twenty-five (25) years of continuous service.
- h. After completing twenty-five (25) years of continuous service, an employee is entitled to a longevity payment of one thousand one hundred dollars (\$1,100), all as provided under (b) above for each year of continuous service.

2. In the event the employment of an employee entitled to longevity pay is terminated prior to Friday following the last payday in November, he/she will receive his/her longevity pay earned as of his/her last anniversary date.

Article 20

Group Insurance

1. The following sections describe the County's group health, dental and life insurance policies offered to each full-time and qualified continuous part-time employee. A qualified continuous part-time employee is an employee regularly scheduled to work forty (40) hours or more per pay period.

The Employer contribution toward the monthly premiums for each insurance policy will continue so long as the employee works at least three (3) regular work days in the calendar month in which the premium is due. Days worked shall include paid leave of absence.

The Employer contribution for qualified continuous part-time employees will be reduced to a pro-rated share of the single or family contract rate according to the number of hours worked per week by the qualified continuous part-time employee, e.g., an employee working twenty (20) hours per week would receive fifty percent (50%) contribution from the Employer toward the single or family contract.

In those cases where an employee is discharged for just cause, the coverage from each of the group insurance policies will terminate the same day the employee is discharged from the County.

Temporary employees are not covered by the County's group insurance plans and no contribution will be made on their behalf.

2. Group Health Insurance: The Linn County Alliance Select (Preferred Provider) Program with Wellmark Blue Cross and Blue Shield, as provided in the Linn County Employee Health Benefit Plan – Alliance Select (Preferred Provider) Program, or its equivalent, will include a deductible of two hundred dollars (\$200.00) on the single contract and four hundred dollars (\$400.00) on the family contract. The deductible will be waived for covered services received from a physician listed with the Alliance Select Program and if the services are performed in the physician's office. The coinsurance will be paid at 90% by Blue Cross and Blue Shield and 10% by the subscriber after the deductible has been met (if applicable) and the services are performed by a provider listed with the Alliance Select Program. Effective January 1, 2007, payment for prescription drugs covered under the Alliance Select Program will apply toward the deductible and after the deductible is then satisfied paid at 70% by Blue Cross and Blue Shield and 30% by the subscriber.

If the services are performed by a provider not listed with the Alliance Select Program the deductible will apply for all covered services and the coinsurance will be paid at eighty percent (80%) by Blue Cross and Blue Shield and twenty percent (20%) by the subscriber.

Effective January 1, 2007, the out-of-pocket maximum is seven hundred dollars (\$700.00) for the single contract and one thousand four hundred dollars (\$1,400.00) for the family contract per calendar year. Effective January 1, 2008, the out-of-pocket maximum will be eight hundred dollars (\$800.00) for the single contract and one thousand six hundred dollars (\$1,600.00) for the family contract per calendar year. Effective January 1, 2009, the out-of-pocket maximum will be nine hundred dollars (\$900.00) for the single contract and one thousand eight hundred dollars (\$1,800.00) for the family contract per calendar year. After the out-of-pocket maximum has been met, the insurance coverage pays 100% of the remaining covered expenses per calendar year. The lifetime maximum coverage is \$1,000,000 per covered individual.

Effective July 1, 2006, the employee will pay ten dollars (\$10.00) per month toward the single contract premium and thirty dollars (\$30.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the County's Alliance Select Program. Effective July 1, 2007, the employee will pay ten dollars (\$10.00) per month toward the single contract premium and forty dollars (\$40.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the County's Alliance Select Program. Effective July 1, 2008, the employee will pay ten dollars (\$10.00) per month toward the single contract premium and fifty dollars (\$50.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the County's Alliance Select Program.

3. The Employer will make available to employees the existing group dental plan, or its equivalent as to benefits. This plan provides benefits A-F with certain deductibles, co-insurance and maximum allowances. The Employer will offer a one-time open enrollment for dental insurance. Employees will complete the appropriate paperwork in the Human Resources Department during the month of September, 2006 for an effective date of October 1, 2006.

The Employer will pay the monthly premium for the single contract for participating employees. In addition the Employer will pay eight dollars and twenty-four cents (\$8.24) toward the monthly premium for the family contract.

4. The Employer will pay the monthly premium to provide eligible employees with a fifteen thousand dollar (\$15,000) life insurance policy. The Employer agrees to allow employees to purchase additional life insurance during a one-time open enrollment period. Employees will complete the appropriate paperwork in the Human Resources Department during the month of September, 2006 for an effective date of October 1, 2006.

5. The County will provide to employees a long-term disability insurance plan with benefits which meet or exceed those evidenced by the Madison National Life Insurance Company, currently in effect with the County. The benefits include payment at sixty-six and two-thirds percent (66 2/3%) of salary, after completion of a ninety (90) consecutive calendar day waiting period.

6. Each employee, upon presentation of the Explanation of Benefit (EOB) form from the group health insurance plan, shall be eligible for reimbursement up to a maximum of seventy-five dollars (\$75.00) once during a two (2) fiscal year period for a vision examination.

Article 21

Safety

1. The Employer, the Union and the employees will comply with all applicable Federal, State and local safety and health laws and the regulations issued thereunder.

2. Matters of employee safety in the performance of their jobs, procedures and the operation of Employer equipment are proper subjects for discussion and action at the Union Grievance Committee meetings with the Employer. Any such issues not resolved in this manner are subject to the grievance procedure.

3. When employees are required to work with tools or equipment, such tools or equipment will be furnished.

4. The County will reimburse a maximum of fifty dollars (\$50.00) annually or one hundred dollars (\$100.00) bi-annually toward the purchase of safety shoes for those employees required to wear safety shoes.

5. The County will reimburse a maximum of one hundred ten dollars (\$110.00) annually toward the purchase of prescription safety glasses for those required to wear safety glasses.

6. The matter of safety is a common concern and to this end the parties agree to use reasonable means to protect the health and welfare of all employees.

Article 22

Work Rules

1. New or revised work rules will be discussed with the Union and posted on the Union bulletin boards ten (10) working days in advance of the effective date.

Article 23

Miscellaneous

1. The Employer will provide such special uniforms as it shall require employees to wear while at work.

2. In the event the Employer requires in-service training of employees, such training will be considered as work time and the employees paid.

3. The Employer may require physical and mental health examinations to determine an employee's fitness for duty. Such examination shall be by a qualified professional designated by the Employer and all cost associated with such examination shall be paid by the Employer.

4. The Employer may hire temporary employees on a full-time or part-time basis for a particular purpose for a period not to exceed eight (8) months. Except as specifically provided otherwise in the Agreement, they shall be entitled to no benefits. Temporary employees will be reclassified as regular employees entitled to all benefits according to the Agreement after the successful completion of eight (8) months of continuous service.

5. No Pyramiding. If more than one provision of this Agreement calls for the payment of a premium rate for the same hours of work (e.g., overtime, holidays, etc.), only the higher premium will be paid.

6. Employees or their designees may review their personnel files from time to time. Such review shall be arranged at times mutually convenient for the employee and the Human Resources Department but shall not be accomplished on County time. Copies of pertinent portions of the employee's personnel file will be provided to the employee. The Employer's cost in preparing the copies will be paid by the employee.

7. An employee whose continued employment is in jeopardy due to an alcohol or drug condition will be counseled to seek professional assistance to the extent necessary for the purpose of rehabilitation. Such employee will be granted necessary sick leave according to Leaves of Absence Article 14. In the event such paid leave covers less than thirty (30) calendar

days, the employee will be granted additional unpaid leave to the extent necessary to provide a total leave of thirty (30) calendar days. An extension of such leave may be granted at the Employer's discretion. However, nothing herein shall require the Employer to grant further leave should the employee's condition continue or reoccur. Further, the Employer may terminate such leave in the event the employee fails to actively pursue the prescribed rehabilitation program.

8. The Employer will notify the Union if it intends to hire employees under state or federal grants for periods exceeding eight (8) months.

Article 24

Bulletin Boards

1. The Employer agrees to furnish and maintain suitable bulletin boards in six (6) work stations to be used by the Union. Notices pertaining to political parties or individual candidates will not be posted on these bulletin boards. The Union will limit the posting of notices to such bulletin boards.

2. There shall be no other general distribution of posters or pamphlets, advertising of political matters or literature upon the Employer's property.

Article 25

Separability and Savings

1. Should any Article or section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or section.

Article 26

Term

1. This Agreement shall be binding upon the parties hereto from July 1, 2006 through June 30, 2009, and shall continue in full force and effect for periods of one (1) year thereafter, the same as though extended for such yearly periods in writing, unless on or before the November 1 preceding the expiration date of the Agreement, or any automatic extension thereof, notice is given in writing by either party of a desire to effect a cancellation or modification of the Agreement.

2. During the period of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters, affecting this Agreement or any other matters not specifically set forth in this Agreement.

Executed this day of , 2006.

Linn County, Iowa

**American Federation of State, County and
Municipal Employees AFL-CIO, Council 61**

By its Conservation Board

**By its AFSCME/Iowa
Council 61 Representative**

John D. Morris, President

Tom Anthony

Raymond A. Dochterman, Secretary

By its Negotiating Committee:

Dan L. Biechler

Christine Burian

Dennis Goemaat

Anthony Nemmers

Thomas A. Flanders

Joe Reu

Gary P. Jarvis

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the American Federation of State, County and Municipal Employees (AFSCME) Local #231 and Linn County Conservation Board regarding donation of vacation and/or compensatory time off to fellow Linn County Conservation Board employees with a disabling or confining injury and who have exhausted all paid leaves.

Representatives of AFSCME Local #231 and Linn County Conservation Board agree that Bargaining Unit Members may donate vacation and/or compensatory time off to Linn County Conservation Board employees who have disabling or confining illness or injury and have exhausted all paid leaves available to them, subject to the following conditions and limitations:

1. All requests to donate vacation and/or compensatory time off must be in writing and signed by the donor.
2. The request to donate vacation and/or compensatory time off shall include the type(s) of leave, vacation and/or compensatory time off, and the number of hours the donor is requesting to donate. Once submitted, a request to donate vacation and/or compensatory time off cannot be withdrawn.
3. Vacation and/or compensatory time off will be deducted from donor's vacation and/or compensatory time off account(s) in the order requests to donate vacation and/or compensatory time off are submitted. Vacation and/or compensatory time off will be deducted from donor's vacation and/or compensatory time off account(s) on a rotational basis with a maximum of eight (8) hours leave deducted from each donor's vacation and/or compensatory time off account(s) each time through the rotation until the time is exhausted.
4. Additional requests to donate vacation and/or compensatory time off can be submitted only so long as the donee is receiving donated vacation and/or compensatory time off. Such additional requests to donate vacation and/or compensatory time off shall be deducted from the donor's vacation and/or compensatory time off account(s) as set forth in numbered paragraph three (3).
5. Donated vacation and/or compensatory time off must be used continuously, without interruption, until exhausted. Once donated vacation and/or compensatory time off are exhausted, it cannot be reinitiated.
6. Notwithstanding anything to the contrary in the Collective Bargaining Agreement, including but not limited to Article 14, Section 2A, Article 15, Section 2, and Article 20, Section 1, donated vacation and/or compensatory time off shall not count toward the accrual of any leaves, vacation or other benefits under the Collective Bargaining Agreement.
7. All requests for donation of vacation and/or compensatory time off and donation of vacation and/or compensatory time off shall be kept confidential.

8. Vacation and/or compensatory time off can be donated only until the donee returns to work or for a maximum of ninety (90) calendar days, whichever occurs first. Donated vacation and/or compensatory time off sought to be donated but not utilized pursuant to this Memorandum of Understanding shall be restored to the donor's vacation and/or compensatory time off account(s).

9. The number of hours of vacation and/or compensatory time off credited to the donee shall be calculated by multiplying the donor's hourly rate of pay by the number of hours donated and dividing the product by the donee's hourly rate of pay with the dividend representing the number of hours to be credited to the donee.

Dated this _____ day of _____, 2006 at Linn County, Iowa.

LINN COUNTY CONSERVATION BOARD

AFSCME LOCAL #231

John D. Morris, President
Linn County Conservation Board

Tom Anthony, AFSCME Representative

Joe Reu, Steward
Conservation Bargaining Unit
AFSCME Local #231

Classes Assigned to Salary Grades

Job #	Class Title	Grade	Schedule
Administrative Support Series			
40-11	Senior Account Clerk	55	A
40-05	Senior Clerk Typist	53	A
40-06	Clerical Specialist	55	A
Conservation Series			
60-17	Light Equipment Operator	56	A
60-18	Heavy Equipment Operator	58	A
60-15	Mechanic	58	A
60-38	Lead Carpenter	57	A
	Effective July 1, 2005	58	A
60-37	Carpenter	56	A
60-36	Operations Technician	55	A
	Effective July 1, 2006	56	A
60-39	Resource Technician	56	A
90-52	Assistant Resource Manager	37	B
	Effective July 1, 2004	38	B
90-53	Natural Resources Specialist	38	B
90-54	Conservation Education Specialist	37	B
90-56	Conservation Education Assistant	35	B

Salary Schedule A**07/01/2006****(Steps Based on Hourly Rates)**

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
53 A	\$24,003.00	\$25,189.00	\$26,395.00	\$27,789.00	\$29,286.00
Bi-W	\$923.20	\$968.80	\$1,015.20	\$1,068.80	\$1,126.40
H	\$11.54	\$12.11	\$12.69	\$13.36	\$14.08
54 A	\$25,688.00	\$26,936.00	\$28,330.00	\$29,682.00	\$31,242.00
Bi-W	\$988.00	\$1,036.00	\$1,089.60	\$1,141.60	\$1,201.60
H	\$12.35	\$12.95	\$13.62	\$14.27	\$15.02
55 A	\$27,664.00	\$28,954.00	\$30,493.00	\$32,032.00	\$33,779.00
Bi-W	\$1,064.00	\$1,113.60	\$1,172.80	\$1,232.00	\$1,299.20
H	\$13.30	\$13.92	\$14.66	\$15.40	\$16.24
56 A	\$29,952.00	\$31,429.00	\$33,051.00	\$34,736.00	\$36,546.00
Bi-W	\$1,152.00	\$1,208.80	\$1,271.20	\$1,336.00	\$1,405.60
H	\$14.40	\$15.11	\$15.89	\$16.70	\$17.57
57 A	\$32,864.00	\$33,987.00	\$35,277.00	\$36,587.00	\$39,250.00
Bi-W	\$1,264.00	\$1,307.20	\$1,356.80	\$1,407.20	\$1,509.60
H	\$15.80	\$16.34	\$16.96	\$17.59	\$18.87
58 A	\$35,464.00	\$36,712.00	\$37,981.00	\$39,291.00	\$41,267.00
Bi-W	\$1,364.00	\$1,412.00	\$1,460.80	\$1,511.20	\$1,587.20
H	\$17.05	\$17.65	\$18.26	\$18.89	\$19.84

07/01/2006

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
35 A	\$31,533.00	\$33,072.00	\$34,757.00	\$36,546.00	\$38,480.00
Bi-W	\$1,212.80	\$1,272.00	\$1,336.80	\$1,405.60	\$1,480.00
H	\$15.16	\$15.90	\$16.71	\$17.57	\$18.50
36 A	\$33,654.00	\$35,339.00	\$37,107.00	\$39,083.00	\$41,101.00
Bi-W	\$1,294.40	\$1,359.20	\$1,427.20	\$1,503.20	\$1,580.80
H	\$16.18	\$16.99	\$17.84	\$18.79	\$19.76
37 A	\$35,942.00	\$37,731.00	\$39,749.00	\$41,808.00	\$44,013.00
Bi-W	\$1,382.40	\$1,451.20	\$1,528.80	\$1,608.00	\$1,692.80
H	\$17.28	\$18.14	\$19.11	\$20.10	\$21.16
38 A	\$38,522.00	\$40,477.00	\$42,578.00	\$44,782.00	\$47,091.00
Bi-W	\$1,481.60	\$1,556.80	\$1,637.60	\$1,722.40	\$1,811.20
H	\$18.52	\$19.46	\$20.47	\$21.53	\$22.64

07/01/2007

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
53 A	\$24,835.00	\$26,062.00	\$27,310.00	\$28,766.00	\$30,306.00
Bi-W	\$955.20	\$1,002.40	\$1,050.40	\$1,106.40	\$1,165.60
H	\$11.94	\$12.53	\$13.13	\$13.83	\$14.57
54 A	\$26,582.00	\$27,872.00	\$29,328.00	\$30,722.00	\$32,344.00
Bi-W	\$1,022.40	\$1,072.00	\$1,128.00	\$1,181.60	\$1,244.00
H	\$12.78	\$13.40	\$14.10	\$14.77	\$15.55
55 A	\$28,642.00	\$29,973.00	\$31,554.00	\$33,155.00	\$34,965.00
Bi-W	\$1,101.60	\$1,152.80	\$1,213.60	\$1,275.20	\$1,344.80
H	\$13.77	\$14.41	\$15.17	\$15.94	\$16.81
56 A	\$30,992.00	\$32,531.00	\$34,216.00	\$35,942.00	\$37,814.00
Bi-W	\$1,192.00	\$1,251.20	\$1,316.00	\$1,382.40	\$1,454.40
H	\$14.90	\$15.64	\$16.45	\$17.28	\$18.18
57 A	\$34,008.00	\$35,173.00	\$36,504.00	\$37,877.00	\$40,622.00
Bi-W	\$1,308.00	\$1,352.80	\$1,404.00	\$1,456.80	\$1,562.40
H	\$16.35	\$16.91	\$17.55	\$18.21	\$19.53
58 A	\$36,712.00	\$38,002.00	\$39,312.00	\$40,664.00	\$42,702.00
Bi-W	\$1,412.00	\$1,461.60	\$1,512.00	\$1,564.00	\$1,642.40
H	\$17.65	\$18.27	\$18.90	\$19.55	\$20.53

07/01/2007

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
35 A	\$32,635.00	\$34,237.00	\$35,963.00	\$37,814.00	\$39,832.00
Bi-W	\$1,255.20	\$1,316.80	\$1,383.20	\$1,454.40	\$1,532.00
H	\$15.69	\$16.46	\$17.29	\$18.18	\$19.15
36 A	\$34,840.00	\$36,566.00	\$38,397.00	\$40,456.00	\$42,536.00
Bi-W	\$1,340.00	\$1,406.40	\$1,476.80	\$1,556.00	\$1,636.00
H	\$16.75	\$17.58	\$18.46	\$19.45	\$20.45
37 A	\$37,190.00	\$39,042.00	\$41,142.00	\$43,264.00	\$45,552.00
Bi-W	\$1,430.40	\$1,501.60	\$1,582.40	\$1,664.00	\$1,752.00
H	\$17.88	\$18.77	\$19.78	\$20.80	\$21.90
38 A	\$39,874.00	\$41,891.00	\$44,075.00	\$46,342.00	\$48,734.00
Bi-W	\$1,533.60	\$1,611.20	\$1,695.20	\$1,782.40	\$1,874.40
H	\$19.17	\$20.14	\$21.19	\$22.28	\$23.43

07/01/2008

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
53 A	\$25,771.00	\$27,040.00	\$28,330.00	\$29,848.00	\$31,450.00
Bi-W	\$991.20	\$1,040.00	\$1,089.60	\$1,148.00	\$1,209.60
H	\$12.39	\$13.00	\$13.62	\$14.35	\$15.12
54 A	\$27,581.00	\$28,912.00	\$30,430.00	\$31,866.00	\$33,550.00
Bi-W	\$1,060.80	\$1,112.00	\$1,170.40	\$1,225.60	\$1,290.40
H	\$13.26	\$13.90	\$14.63	\$15.32	\$16.13
55 A	\$29,723.00	\$31,096.00	\$32,739.00	\$34,403.00	\$36,275.00
Bi-W	\$1,143.20	\$1,196.00	\$1,259.20	\$1,323.20	\$1,395.20
H	\$14.29	\$14.95	\$15.74	\$16.54	\$17.44
56 A	\$32,157.00	\$33,758.00	\$35,506.00	\$37,294.00	\$39,229.00
Bi-W	\$1,236.80	\$1,298.40	\$1,365.60	\$1,434.40	\$1,508.80
H	\$15.46	\$16.23	\$17.07	\$17.93	\$18.86
57 A	\$35,277.00	\$36,483.00	\$37,877.00	\$39,291.00	\$42,141.00
Bi-W	\$1,356.80	\$1,403.20	\$1,456.80	\$1,511.20	\$1,620.80
H	\$16.96	\$17.54	\$18.21	\$18.89	\$20.26
58 A	\$38,085.00	\$39,437.00	\$40,789.00	\$42,182.00	\$44,304.00
Bi-W	\$1,464.80	\$1,516.80	\$1,568.80	\$1,622.40	\$1,704.00
H	\$18.31	\$18.96	\$19.61	\$20.28	\$21.30

07/01/2008

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
35 A	\$33,862.00	\$35,526.00	\$37,315.00	\$39,229.00	\$41,330.00
Bi-W	\$1,302.40	\$1,366.40	\$1,435.20	\$1,508.80	\$1,589.60
H	\$16.28	\$17.08	\$17.94	\$18.86	\$19.87
36 A	\$36,150.00	\$37,939.00	\$39,832.00	\$41,974.00	\$44,138.00
Bi-W	\$1,390.40	\$1,459.20	\$1,532.00	\$1,614.40	\$1,697.60
H	\$17.38	\$18.24	\$19.15	\$20.18	\$21.22
37 A	\$38,584.00	\$40,498.00	\$42,682.00	\$44,886.00	\$47,258.00
Bi-W	\$1,484.00	\$1,557.60	\$1,641.60	\$1,726.40	\$1,817.60
H	\$18.55	\$19.47	\$20.52	\$21.58	\$22.72
38 A	\$41,371.00	\$43,472.00	\$45,718.00	\$48,090.00	\$50,565.00
Bi-W	\$1,591.20	\$1,672.00	\$1,758.40	\$1,849.60	\$1,944.80
H	\$19.89	\$20.90	\$21.98	\$23.12	\$24.31